

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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U.S. DISTRICT COURT E.D.N.Y.

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BROOKLYN OFFICE

**JUDGMENT P
URSUANT TO RULE 63**

22-CV-1810 (FB) (VMS)

-----X
ANGIE VELEZ, MEGAN HECKARD, and HILLARY
WRIGHT,)
)
Plaintiffs,)
)
-against-)
)
ARTEM PRUSAYEV (SHIELD # 13776); and THE)
CITY OF NEW YORK,)
)
Defendants.)
-----X

WHEREAS, Plaintiffs commenced this action by filing a complaint on March 31, 2022, alleging that Defendants violated Plaintiffs' rights under the federal constitution and state law; and

WHEREAS, on July 26, 2022, pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants offered to allow Plaintiffs to take judgment against the City of New York for Plaintiffs' federal claims; and

WHEREAS, on August 8, 2022, Plaintiffs accepted Defendants' Rule 68 Offer of Judgment;

NOW, IT IS HEREBY ORDERED and ADJUDGED THAT the Court enters judgment against Defendant City of New York, and in favor of Plaintiffs as set out below:

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiffs take judgment against defendant City of New York in this action for the total sum of Three Thousand and One (\$3,001.00) Dollars for plaintiff Angie Velez, Three Thousand and One (\$3,001.00) Dollars for plaintiff Megan Heckard, and Three Thousand and One (\$3,001.00)

Dollars for plaintiff Hillary Wright, plus reasonable attorneys' fees, expenses, and costs to the date of the offer – July 26, 2022 – for Plaintiffs' federal claims.

2. This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiffs Angie Velez, Megan Heckard, and Hillary Wright may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. This judgment shall not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiffs have suffered any damages.

4. In accepting the Defendants' offer of judgment, Plaintiffs release and discharge Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiffs arising out of the facts and circumstances that are the subject of this action.

5. By accepting the offer of judgment, Plaintiffs waived the Plaintiffs' rights to any claim for interest on the amount of the judgment.

6. By accepting the offer of judgment, Plaintiffs agree that payment of the Three Thousand and One (\$3,001.00) Dollars for each plaintiff, within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiffs received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If either

plaintiff Angie Velez, Megan Heckard, or Hillary Wright is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date the Plaintiff submits to Counsel for Defendants a final demand letter from Medicare.

7. By acceptance of this Rule 68 Offer of Judgment, plaintiffs Angie Velez, Megan Heckard, and Hillary Wright agree to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiffs Angie Velez, Megan Heckard, and Hillary Wright further agree to hold harmless defendants and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
August 11, 2022

BRENNA B. MAHONEY
CLERK OF COURT

BY: Jalitzza Poveda
Deputy Clerk